

RECEIVED
MAR 02 2022

By Non-Town Organizations

Name of Organization Challenger Baseball League, LLC
Name of Representative Diane Mason-Crimi BY: _____
Mailing Address 3101 Shank Rd Apt H Saratoga, NY 14132 Phone (716) 201-9365
Contact Person (if different) same Phone same

Requests use of the facilities at Town Hall Park Shelter Elementary Old Highway Garage
 Other (specify) Field / Diamond #1 Shelter #3 fore end of
Room(s) (if applicable, please specify) _____ season picnic Friday
Equipment (if applicable, please specify) _____ Aug. 5th; 5pm-8pm
Other (describe) _____ after game

Date(s): Fridays June 3 - Aug 5th Time(s): Start 6:00 AM PM; End 8:00 AM PM
(except July 1st)

Please describe activity _____
Baseball for persons with disabilities; physical, mental and emotional

It is mutually agreed that only the facilities listed above are to be used by the above named organization and only for the date(s) and time(s) requested.

Date 3/1/22 Signature of Organization Representative Diane Mason-Crimi
Remarks Thank You!

Note: It may become necessary to displace a group/activity due to unforeseen circumstances. Town of Pendleton activities will at all times take priority over non-Town activities.

Town Clerk Authorization

Date 3/16/22 Signature of Town Clerk Deborah K. Mauer

Park facilities use also requires Signature of Highway Superintendent _____

Insurance Certificate Required YES NO Certificate Provided YES NO

Requested Facilities Available YES NO

Remarks _____

Town Board Authorization

Authorized by _____ Approved at _____ TB Meeting

Date _____ Signature / Title of Authorizing Authority _____

In consideration of the use of the Town of Pendleton facilities, the aforementioned organization on this form agrees to abide by the following rules and regulations established by the Town:

FACILITIES USE AGREEMENT
RULES AND REGULATIONS

It is the responsibility of the Town Board to assure that the use of Town buildings, equipment and grounds will at all times meet New York State, Niagara County, and Town of Pendleton rules, regulations, ordinances, and law.

Your assistance and cooperation in following the rules identified below will assist the Town Board in fulfilling their responsibility to the community. Please be aware that any group unable to comply with these rules may be assessed for damages that occur to the Town facilities during use or have their building use privileges suspended or discontinued.

All groups requesting the use of Town of Pendleton facilities must agree to the following conditions:

1. Alcoholic beverages are not permitted on Town property
2. Smoking on Town property is not permitted
3. Fighting or other violent acts are not permitted on Town property
4. Any individual or group that damages Town property shall be responsible for all costs required for repair. Groups are responsible to report items damaged during use.
5. Groups are responsible to return the facilities to the same safe condition in which they were found. Nothing will be removed from any building at any time.
6. Groups are responsible to provide their own on-site supervision and shall remain with the group until all participants have left the premises. Participants should remain in the area that was approved for their use on their building use form.
7. Groups that have not received proper authorization from the Town to use Town facilities will not be permitted in/on Town properties. Proper authorization includes a Board-approved building use form.
8. A Certificate of Insurance must be obtained with the Town of Pendleton as the certificate holder on the sponsoring group's liability policy, along with this signed form. In the description of the operations box the following must be included:
 - a. The group name and activity
 - b. The Town must be named as Additional Insured on a primary and non-contributory basis including the following statement: "Town of Pendleton and its employees, elected leaders, committee members, board members, are hereby named as Additional Insured." The Certificate MUST reference the policy form(s) being used to effect this PRIMARY AND NON-CONTRIBUTORY coverage.
9. Certificate of Insurance must have the required insurance coverage checked () below with carriers with an A.M. Best rating of A- or higher and licensed as "admitted" carriers by NYS Insurance Department :
 - a. Occurrence based Commercial General Liability coverage to include bodily injury, personal injury and property damage liability.

General Aggregate	\$2,000,000
Products & Comp/Ops. Aggregate	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000
 - b. Automobile Liability insurance covering all owned, hired and "non-owned" vehicles with a minimum limit of:

Combined Single Limit	\$1,000,000 (check with your agent or company, this coverage may be afforded to you already.)
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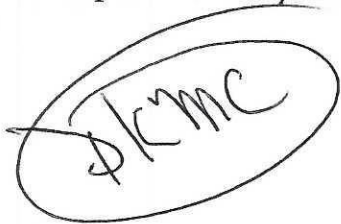
I Diane Mason-Crimi agree on behalf of the organization indicated below that all members and guests will observe the above regulations and that we, individually and as an organization, will assume full financial responsibility for any and all damages done to Town of Pendleton property. We also agree that our organization will at all times hereafter indemnify the Town of Pendleton against any loss, damage or expense of any kind, which said Town may sustain or incur as a result of the attached approved Facilities use by our organization and we will further hold said Town harmless for loss of any kind in connection therewith.

Challenger Baseball League LLC Diane Mason-Crimi 3/1/22
Name of Group Signature - Requesting Officer Date

AGREEMENT

For Use of Facilities of the Town of Pendleton

1. Admission fees are not to be charged except when the proceeds are to be expended for charitable purposes, except as provided by law.
2. Grounds and buildings must be kept clean, neat and orderly.
3. Organizations must assume responsibility for keeping order while they are using the facilities.
4. All costs resulting from careless use of Town property or damage to Town property will be assessed against the organization.
5. Only the facilities provided in this agreement are to be used. They must be used only at the time(s) designated.
6. Tobacco use within Town buildings is prohibited.
7. Alcoholic beverages are not allowed at any time in Town buildings. Furthermore, the use of alcoholic beverages at the time of any organized youth event is prohibited. Examples include organized baseball and softball games and practices.
8. Skateboards, rollerblades and similar items may not be used inside any Town building.
9. All schedules must be completed and approved by the Town Clerk and/or Highway Superintendent, and no changes are to be made without his/her approval.
10. Bicycles, wagons, etc. are not to be taken inside a Town building.
11. In case the person in charge is changed, the organization must report that fact in writing immediately to the Town of Pendleton.
12. In case of an accident resulting in injury to any person or damage to any property, it MUST BE REPORTED immediately to Town Board. All reports MUST be in writing.
13. Facilities usage is limited to Town of Pendleton organizations in which the majority of members are Town residents.
14. The Town Board reserves the right to alter or change any or all provisions of this agreement or to cancel it in its entirety at any time providing that notice of such action be given in writing to the organization concerned.
15. The Town Board requires a **Certificate of Insurance** from the organization and it must have the required insurance coverage(s) as identified in the Facilities Use Agreement Rules and Regulations affixed to this application before this application will be considered.
16. Groups will be required to enter/exit the Town building(s) promptly at the time designated and approved.



TOWN OF PENDLETON

FACILITIES USE - GENERAL ANNOUNCEMENT

GENERAL ANNOUNCEMENT

Directions: the group representative should make the following general announcement to the group participants.

1.0 Cancellation of Program

In the event the Town of Pendleton Town Hall is closed due to some unforeseen circumstance (inclement weather, power failure, etc.) your group may not be able to meet on that day. It is at the discretion of the Town Board to allow facilities usage in such circumstances.

Should this occur the Town will make every effort to make a general announcement on the local radio stations and/or Town website. Please advise your participants should this situation arise.

2.0 Fire Alarms

If the fire alarms sounds while your group is present in the building all participants must leave the building immediately. Prior to the start of your activity, the group should familiarize itself with the nearest exit routes and the quickest means of egress. Remember to evacuate the Town facility immediately when you hear the audible fire alarm!

3.0 Safety Rules

The safety and well being of building occupants is of the utmost importance to the Town Board. Group representatives are required to inform all participants of the following items:

- 3.1 Designated parking areas.
- 3.2 Emergency exits and egress routes.
- 3.3 Construction activities and other "stay clear" areas in the buildings/ grounds.
- 3.4 Adherence to all Facility Rules and Regulations

I Diane Mason-Crimi acknowledge that I have received a copy of the General Announcement sheet, emergency exiting and designated parking area diagrams and agree to assume the full responsibility for notifying the participants of the Challenger Baseball League these items.
(Name of Group)

Diane Mason-Crimi
Signature - Requesting Officer

Diane Mason-Crimi
Print Name

3/1/22
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dennis Evchich Agency Inc. 100 Plaza Drive Suite E Williamsville, NY 14221	CONTACT NAME: Amy Schumacher PHONE (A/C, No, Ext): (716)688-7576 E-MAIL ADDRESS: a.schumacher@deinsurance.net	FAX (A/C, No): (716)810-9233	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Challenger Baseball League LLC 3101 Shenk Rd Apt H Sanborn, NY 14132-9474	INSURER A: Erie Insurance Company		
	INSURER B: Erie Insurance Co		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00088676-9553

REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		Q61-0080015	03/03/2022	03/03/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Q61-0080015	03/03/2022	03/03/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Included \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						\$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Games played at Town Park Baseball Diamond #1

Town of Pendleton and it's employees, elected leaders, committee members, board members, are listed as Additional Insured CG2012 on a Primary and Non Contributory Basis as required by written contract with Insured.

CERTIFICATE HOLDER

Town of Pendleton
 6570 Campbell Blvd
 Lockport, NY 14094-9210

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(AMY)